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BEFORE THE ARIZONA CORPORATION COMMISSION

RECEIVED

COMMISSIONERS

KRISTIN K. MAYES, Chairman
GARY PIERCE
SANDRA D. KENNEDY
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2010 OCT -4 P 12:49

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Arizona Corporation Commission

DOCKETED

OCT 4 2010

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[Signature]

IN THE MATTER OF THE FORMAL
COMPLAINT OF CHARLES J. DAINS AGAINST
RIGBY WATER COMPANY

DOCKET NO. W-01808A-09-0137

NOTICE OF FILING PARTNERSHIP AGREEMENT

As requested by Judge Kinsey at the September 20, 2010, hearing in this matter, the
estate of Charles J. Dains hereby files a copy of the Partnership Agreement for Terra Mobile
Ranchettes Estates.

RESPECTFULLY SUBMITTED on October 4, 2010.

[Signature: Craig A. Marks]

Craig A. Marks
Craig A. Marks, PLC
10645 N. Tatum Blvd, Suite 200-676
Phoenix, Arizona 85028
(480) 367-1956
Craig.Marks@azbar.org
Attorney for Charles J. Dains

1 Original and 13 copies **filed**
2 on October 4, 2010, with:


3
4 Docket Control
5 Arizona Corporation Commission
6 1200 West Washington
7 Phoenix, Arizona 85007

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9 Copy **e-mailed**
10 on October 4, 2010, to:

11
Stephen A. Hirsch/Stanley B. Lutz
Bryan Cave LLP
Two N. Central Avenue, Suite 2200
Phoenix, AZ 85004-4406

Robin Mitchell
Staff Counsel
Arizona Corporation Commission
1200 West Washington
Phoenix, AZ 85007

12
13
14
15 By:


16 Craig A. Marks

CHARLES DAINS
 85 594 195
 PHX

GENERAL PARTNERSHIP AGREEMENT

85 594195

PARTNRSHP (PN) 035

85-432085

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
SEP 12 1995-1145	
KEITH POLETIS, County Recorder	
FEE 9.38	PGS 8 L.D.

PARTIES: The Partners listed on Exhibit "A"

RECITALS:

1. The parties desire to join together for the pursuit of common business goals, more specifically to include the acquisition, improvement, development and sale or lease of real property.
2. The parties have considered various forms of joint business enterprises for their business activities and desire to enter into the following partnership agreement as the most advantageous business form for their mutual purposes.

AGREEMENTS:

1. The name of the partnership shall be TERRA MOBILE RANCHETTES ESTATES.
2. The partnership shall be conducted for the purposes of making investments and acquiring assets or such other business as the Managing Partners decide. The principal place of business of the partnership shall be at 8602 North 71st Avenue, Glendale, Arizona 85301.
3. The term of this agreement shall commence on the effective date of this agreement as set forth on Exhibit "A" and shall continue until terminated by mutual agreement of the parties or by operation of the provisions of this agreement.
4. Each partner shall apply such experience, training and ability in discharging his assigned functions in the partnership as are deemed necessary and proper by the respective partners in order to fulfill the business of the partnership. It is not contemplated, however, that any partner or Managing Partner will be required to spend his full time and efforts in the partnership business. Charles J. Dains and Charles D. Dains shall serve as Managing Partners until those partners holding at least 51% of the outstanding partnership interest appoint one or more other Managing Partners. The Managing Partners may enter any contract, borrow money or execute any deed or document on behalf of the Partnership, and the signature of any one Managing Partner shall be sufficient to bind the partnership.
5. Each of the partners shall contribute the amount set forth on Exhibit A as and for his original capital contribution. Any additional contributions shall be made in the same

RECORDED IN OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA	
DATE DEC 10 1995-200	FEE 11.00 PGS 8
KEITH POLETIS, COUNTY RECORDER	
	L.D.

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unless the losses are occasioned by the willful neglect or default, and not mere mistake or error, of any of the partners, in which case, the loss therein occurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of profits, if any, and subject to the availability of profits in the sole discretion of the partners, shall be made when agreed upon by partners holding more than a fifty percent (50%) interest in the partnership capital account at the time.

11. No partner shall be at liberty to draw any sums out of the partnership business without the express consent of the other partners, being distinctly understood and agreed that profits will be accumulated and not be made available for distribution except as is expressly agreed upon by the partners.

12. No partner shall receive a salary from the partnership except as agreed upon by subsequent writing signed by all partners.

13. In the event any partner desires to withdraw from the partnership, he shall give notice in writing to the other partners and the continuing partner or partners shall execute a promissory note to the retiring partner providing for payment of his interest within six (6) months with interest at ten percent (10%) per annum. Upon execution and delivery of the note, the retiring partner's interest in the partnership shall cease. The interest shall be determined by a closing of the books and a rendition of the appropriate profit and loss, trial balance, balance sheet statement, and resolution of capital accounts. The purchase price shall not include any amount for good will. All disputes arising therefrom shall be determined by arbitration as provided elsewhere herein.

14. On the retirement of any partner, the continuing partner or partners shall be at liberty, if they so desire, to retain all trade names designating the firm name used, and each of the partners shall assign and execute assignments, instruments, or papers that shall be reasonably required for effectuating an amicable retirement.

15. In the event of the death of one partner, the legal representative of the deceased partner shall remain as a partner except that the exercising of the right on the part of the representative of the deceased partner shall not continue for a period in excess of six months, even though under the terms hereof, a greater period of time is provided before the

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termination of this agreement. Before termination of the six-month period, the partnership shall purchase the decedent's interest from the estate or shall arrange for other purchase of the interest. The original rights of the partners herein shall accrue to their heirs, executors and assigns except as modified herein.

16. No partner shall compromise, release or discharge any debt that shall be due and owing to the partnership without receiving the full amount thereof unless the partner obtains the written consent of the other partners to the discharge of the debt.

17. If any differences arise between or among the partners as to their rights or liabilities under this agreement or under any instrument made in furtherance of the partnership business, the difference shall be determined and the dispute settled by arbitration in accordance with the rules of the American Arbitration Association.

18. Where it appears to the partners that this agreement or any terms and conditions contained therein are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the parties will enter into, execute, and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration or modifications shall be in writing and no oral agreements shall be effective.

19. The partnership shall be obligated to pay any expenses incurred by any active partner while acting in the ordinary course of the partnership business as a part of the partnership's normal operating expenses. These expenses shall be repaid to each partner on a monthly basis, on substantiation of the expenses or the submittal of a signed expense voucher by the partner.

20. The terms of the Uniform Partnership Act as enacted in Arizona shall govern this partnership as respects all matters of partnership law or all partnership agreements which are not expressly set forth in this agreement. This agreement shall be governed under the terms of the law of the State of Arizona.

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IN WITNESS WHEREOF, we have hereto set our hands
effective this 23 day of July, 1985.

Charles A. Jones

Lorena Kanore

Kevin F. H. —

WADSWORTH MONETH.

Charles F. Davis

[illegible]

On this the 23rd day of July, 1985, before me the undersigned Notary Public, personally appeared Charles D. Dains, known to me to be the person who subscribed his/her name to the foregoing agreement and who acknowledged that he/she did so for the purposes therein contained.

Notary Public

My commission expires:
My Commission Expires Nov. 6, 1987

STATE OF ARIZONA)
County of Maricopa) ss.

On this the 23rd day of July, 1985, before me, the undersigned Notary Public, personally appeared J. J. Slomberg, known to me to be the person who subscribed his/her name to the foregoing agreement and who acknowledged that he/she did so for the purposes therein contained.

Notary Public

My commission expires:
My Commission Expires Nov. 6, 1967

~~85 432085~~

STATE OF ARIZONA)
) ss.
 County of Maricopa)

85 594795

On this the 25th day of July, 1985, before me,
 the undersigned Notary Public, personally appeared CHARLES
J. PAINS, known to me to be the person who subscribed
 his/her name to the foregoing agreement and who acknowledged that
 he/she did so for the purposes therein contained.

Mike Camgar
 Notary Public

My commission expires:

~~My Commission Expires Aug. 16, 1985~~

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 3 day of Sept, 1985, before me,
 the undersigned Notary Public, personally appeared LORENIA
RAMONET, known to me to be the person who subscribed
 his/her name to the foregoing agreement and who acknowledged that
 he/she did so for the purposes therein contained.

Carolyn J. Martin
 Notary Public

My commission expires:

2/13/87

STATE OF ARIZONA)
) ss.
 County of Maricopa)

On this the 3 day of Sept, 1985, before me,
 the undersigned Notary Public, personally appeared MARCELA
RAMONET, known to me to be the person who subscribed
 his/her name to the foregoing agreement and who acknowledged that
 he/she did so for the purposes therein contained.

Carolyn J. Martin
 Notary Public

My commission expires:

2/13/87

~~85 432085~~

85 594795

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this the _____ day of _____, 1985, before me,
the undersigned Notary Public, personally appeared _____
_____, known to me to be the person who subscribed
his/her name to the foregoing agreement and who acknowledged that
he/she did so for the purposes therein contained.

Notary Public

My commission expires:

~~85-432085~~

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SCHEDULE OF PARTNERS

<u>Name and Address</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Lorenia Ramonet 1310 N. Durado Way Tucson, Arizona	\$65,000.00	25%
Marcella Ramonet M. 1310 N. Durado Way Tucson, Arizona	\$65,000.00	25%
Charles D. Dains 4014 West Solar Drive Phoenix, Arizona 85021	\$52,000.00	20%
Kevin J. Fleming 5225 West Ironwood Glendale, Arizona 85302	\$13,000.00	5%
Charles J. Dains Route 8, Box 371 Phoenix, Arizona 85031	\$65,000.00	25%

Effective DateNovember 30, 1984

EXHIBIT "A"

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When recorded, return to:

James H. Oeser, Esq.
2198 E. Camelback Road, Suite 285
Phoenix, Arizona 85016

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
95-0655435 10/26/95 10:32

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AMENDMENT TO GENERAL PARTNERSHIP AGREEMENT

DATE: 10-20- 1995

PARTIES: The Partners listed on Exhibit "A"

RECITALS:

A. The Partnership known as Terra Mobile Ranchette Estates recorded a General Partnership Agreement on or about December 16, 1985 at Fee Number 85-594795.

B. Certain partners have withdrawn from the partnership and the Amendment is to be recorded to reflect the identities of the current partners.

AGREEMENT:

1. The General Partnership Agreement dated July 23, 1985 is amended to provide that the Partners and their respective shares are set forth on Exhibit A attached hereto.

2. Charles J. Dains and Charles D. Dains continue to be Managing Partners and the signature of either of them is adequate to bind the partnership and to encumber or convey property.

3. The name of the Partnership continues to be Terra Mobile Ranchette Estates.


Charles D. Dains

960793314

Ardith June Dains
Ardith June Dains

Charles J. Dains
Charles J. Dains

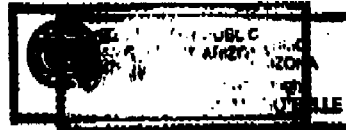
Annavate Dains
Annavate Dains

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 6 day of November, 1996 by Ardith June Dains.

Anthony Mario Belle
Notary Public

My commission expires:
My Commission Expires Sept. 25, 1997



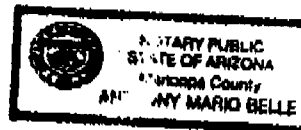
STATE OF ARIZONA)
) ss.
County of Maricopa)



The foregoing instrument was acknowledged before me this 6 day of November, 1996 by Charles J. Dains.

Anthony Mario Belle
Notary Public

My commission expires:
My Commission Expires Sept. 25, 1997



960793319

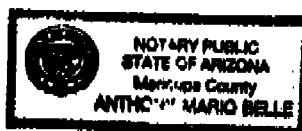
STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 6 day of November, 1996 by Annavate Dains.

Anthony Mario Belle
Notary Public

My commission expires:

My Commission Expires Sept. 25, 1997



STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 6 day of November, 1996 by Charles D. Dains.

Anthony Mario Belle
Notary Public

My commission expires:

My Commission Expires Sept. 25, 1997



EXHIBIT A

<u>Name and Address of Partner</u>	<u>Percentage Interest</u>
Charles D. Dains and Ardith June Dains as joint tenants with right of survivorship c/o Sundancer Motors 4439 West Glendale Avenue Glendale, Arizona 85301	An undivided 50% interest
Charles J. Dains and Annavate Dains as joint tenants with right of survivorship c/o Sundancer Motors 4439 West Glendale Avenue Glendale, Arizona 85301	An undivided 50% interest

When recorded, return to:

James H. Oeser, Esq.
2198 E. Camelback Road, Suite 285
Phoenix, Arizona 85016

9502591- C.A. - BASE

OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
96-0793319 11/08/96 01:01

**CORRECTED AMENDMENT
TO
GENERAL PARTNERSHIP AGREEMENT**

DATE: November 1, 1996

PARTIES: The Partners listed on Exhibit "A"

RECITALS:

A. The Partnership known as Terra Mobile Ranchettes Estates recorded a General Partnership Agreement on or about December 16, 1985 at Fee Number 85-594795.

B. The partners recorded an Amendment to General Partnership Agreement on October 26, 1995, but the Amendment incorrectly referred to "Ranchette" in the singular rather than in the plural.

C. This correction is made to the prior Amendment so as to properly refer to "Ranchettes" in the plural.

AGREEMENT:

1. The name of the Partnership has at all times been Terra Mobile Ranchettes Estates and continues to be known by that name. Any previous reference to "Terra Mobile Ranchette Estates" is hereby deemed corrected so that it refers at all times to Terra Mobile Ranchettes Estates.


Charles D. Dains

Ardith June Dains
Ardith June Dains

Charles J. Dains
Charles J. Dains

Annavate Dains
Annavate Dains

STATE OF ARIZONA)
) ss
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this 20 day of 10-95
1995 by Charles D. Dains.

[Signature]
Notary Public

My commission expires:

My Commission Expires Sept. 25, 1997

STATE OF ARIZONA)
) ss
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this 20 day of 10-95
1995 by Ardith June Dains.

[Signature]
Notary Public

My commission expires:

My Commission Expires Sept. 25, 1997

STATE OF ARIZONA)
) ss
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this 20 day of 10-95,
1995 by Charles J. Dains.


Notary Public

My commission expires:

My Commission Expires Sept. 25, 1997

STATE OF ARIZONA)
) ss
County of Maricopa)

SUBSCRIBED AND SWORN TO before me this 20 day of 10-95,
1995 by Annavate Dains.


Notary Public

My commission expires:

My Commission Expires Sept. 25, 1997